

## SAMPLE RESIDENT AGREEMENT

The following Resident Agreement is provided as a sample standardized form by the Department of Public Health and Human Services as a guideline in creating or modifying a Resident Agreement for assisted living facilities provided for in §§ 50-5-225 through 50-5-227, Montana Code Annotated.

The Administrative Rules of Montana (ARM) 37.108.2823 (1) and (2) establish standards for the Resident Agreement.

- **RED colored italicized** sections are the required criteria necessary to meet state licensing requirements.

Example: *Facility will make personal assistance and care available to the resident, according to his or her needs, as determined by Resident Needs Assessment, ...*

- **Blue colored sections** cite the applicable ARM.

Example: ARM 37.106.2823(1) “A personal care [assisted living] facility shall enter into a written resident agreement with each prospective resident prior to admission to the personal care [assisted living] facility. The agreement shall be signed and dated by a facility representative and the prospective resident or their legal representative. The facility shall provide the prospective resident or their legal representative a copy of the agreement and shall explain the agreement to them.”\*

\* The term “assisted living” will appear in brackets in the text of the administrative rules. In its 2003 Legislative Session, the State Legislature changed the term “personal care facility” to “assisted living facility.” The department is in the process of changing all references to “personal care facility” in its administrative rules.

The Resident Agreement should cover the essential operational issues likely to confront the resident and the facility. It defines what an assisted living facility does and how it will get done. This is a legal agreement and it is recommended that legal input be sought prior its to use.

## DEFINITIONS

“Facility” means a congregate, residential setting that provides or coordinates personal care, 24-hour supervision and assistance, both scheduled and unscheduled, and activities and health-related services.

“Administrator” means the person designated on the facility application or by written notice to the department as the person responsible for the daily operation of the facility and for the daily resident care provided in the facility.

“Resident” means anyone at least 18 years of age accepted for care in an assisted living facility.

“Service Plan” means a written plan for services developed by the facility with the resident or resident’s legal representative which reflects the resident’s capabilities, choices and, if applicable, measurable goals and risk issues. The plan is developed on admission and is reviewed and updated annually and if there is a significant change in the resident’s condition. The development of the service plan does not require a licensed health care professional.

“Residents’ Rights” means the Montana Long-Term Care Residents' Bill of Rights, found at 50-5-1101, MCA.

“Unit” means the room or rooms occupied by the resident

## RESIDENT AGREEMENT

This Agreement is made between \_\_\_\_\_ (“Facility”), and \_\_\_\_\_ (“Resident”). The Facility is operated on a non-discriminatory basis and affords equal treatment and access to services to eligible persons regardless of race, color, religion, sex, marital status, national origin, or ancestry.

The purpose of this Agreement is to provide a statement of the services the administrator will furnish at the Facility, and other legal obligations the administrator of the Facility will assume. This Agreement also sets forth the Resident’s legal obligations to the Facility, both financial and non-financial.

### I. BASIC SERVICES

The Facility will provide the Resident with the following basic services, subject to the terms of this Agreement. These services are included in the Resident’s monthly fee unless otherwise indicated.

#### A. Living Accommodations.

##### 1. Residence.

The Resident has chosen to live in unit # \_\_\_\_\_ (“the Unit”) at the Facility. The Resident shall live in the Unit on a month-to-month basis, subject to the terms of this Agreement and to the general policies of the Facility.

##### 2. Furnishings.

The Resident may furnish the Unit with his or her own furniture. The Resident is also free to use his or her own appliances and special equipment, provided the Facility’s safety standards are met. The Resident or the Resident’s estate shall be responsible for removing all furnishings when the Unit is vacated.

##### 3. Maintenance.

The Facility shall perform all necessary maintenance and repairs of the Unit at the Facility’s expense. *(You may want to add details for who is responsible for repairs)*

##### 4. Alterations.

Any physical change to the Unit requires prior written approval of the Facility and must be made at the Resident’s expense. If the Resident obtains such approval, the Resident shall be responsible for restoring the

original decor when the Unit is vacated, unless the Facility specifically exempts the Resident from this requirement in writing.

5. Common Areas.

The Resident will be entitled to share the use of common areas with other residents of the Facility, including the main dining room, the living room, garden terrace, and other common areas.

**B. Laundry.**

The Facility will launder \_\_\_\_ (*specifics of when, how, etc.*)\_\_\_\_\_.

**C. Housekeeping**

The Facility shall provide the Unit with \_\_\_\_ (*specifics of when, how, etc.*)\_\_\_\_\_ housekeeping services.

**D. Personal Supplies**

The Facility shall provide the Resident with \_\_\_\_ (*specifics of what, how much, etc.*)\_\_\_\_\_.

**E. Meals.**

1. Dining Room. **(37.106.2860 FOOD SERVICE “(6) If the facility admits residents requiring therapeutic or special diets, the facility shall have an approved dietary manual for reference when preparing a meal. Dietitian consultation shall be provided as necessary and documented for residents requiring therapeutic diets.”)**

The Facility will make available to the Resident three (3) nutritionally balanced meals and \_\_\_\_ (*specifics of when, how, etc.*)\_\_\_\_\_ snacks per day. These meals and snacks are included in the Resident’s monthly fee. ***The facility (admits/does not admit) residents requiring therapeutic or special diets.***

2. **Guests.** The Resident may invite guests to any meal or snack, \_\_\_\_ (*list any extra charges, time limits for notifying the facility, who is to be notified, etc.*)\_\_\_\_\_.

**F. Planned Activities. 37.106.2831 RESIDENT ACTIVITIES**

- (1) A planned, diversified program of resident activities shall be offered daily for residents, including individual or group activities, on or off site, to meet the individual needs and well being of residents. Resident activities should promote and encourage self care and continuity of normal activities.**
- (2) The activities program shall be developed based on the activity needs and interest of residents as identified through the service plan.**
- (3) The facility shall provide directly, or by arrangement, local transportation for each resident to and from health care services provided outside the facility and to activities of social, religious or**

community events in which the resident chooses to participate according to facility policy.

- (4) The activities program shall develop and post a monthly group activities calendar, which lists social, recreational, and other events available to residents. The facility shall maintain a record of past monthly activities, kept on file on the premises for at least three months.

The Facility will assist the Resident in planning social and recreational activities, both at and away from Facility. Monthly activities will be posted. The Resident is welcome to participate in such activities as desired.

*(May list activities offered.)*

- G. **Transportation.** (ARM 37.106.2831 RESIDENT ACTIVITIES (3) (Same as the criteria paraphrased below).

*The Facility shall provide directly, or by arrangement, local transportation for the Resident to and from health care services outside the Facility and to social, religious, or community activities the Resident chooses to participate in according to the Facility's policy.*

- H. **Emergency Response Service.**

The Unit is equipped with an emergency call system to alert the Facility staff to emergencies or illness. *Staff (are/are not) certified to perform CPR.* (ARM 37.106.2828 (3)(b) states that prior to a potential resident's admission, the assisted living facility must, in writing, "explain and provide a copy of the facility's policies regarding advance directives, including a policy that the facility cannot implement an advance directive, either because of a conscientious objection (under 50-9-203, MCA), or, for some other reason as stated in facility policy (under 50-9-203, MCA).")

II. **PERSONAL ASSISTANCE AND CARE** (ARM 37.106.2823(1)(c) provides that the resident agreement specify "the extent that specific assistance will be provided by the facility as specified in the resident service plan".)

- A. The Facility staff will regularly observe the Resident's health condition to identify and help the Resident respond to health, dietary, social needs, and other needs for special services. *The Facility will make personal assistance and care available to the Resident, according to his or her needs, as determined by the Resident Needs Assessment conducted prior to admission, as well as observation of the Facility's staff, utilizing routine levels of staffing and equipment. Based upon these needs, a Service Plan and Health Care Plan, as indicated, will be developed and reviewed or modified within 60 days of admission, reviewed and updated annually, or at any time the Resident's needs change significantly. The Facility shall provide a copy of the Resident Service Plan to the Resident or the Resident's legal representative. The Facility offers the following personal care service to the Resident, the scope and pricing of which may be changed with 30 day written notice. (Paraphrasing and combining ARM 37.106.2821 NEEDS ASSESSMENT ; 37.106.2822 RESIDENT SERVICE PLAN:*

**CATEGORY A; and 37.106.2875 RESIDENT HEALTH CARE PLAN:  
CATEGORY B.)**

**B. (INSERT LEVELS OF CARE HERE – indicate the specific services that will be provided). (The following are guidelines.)**

1. Assistance with self-administered medications.
2. Storage and distribution of the resident's medications.
3. A daily well-being check.
4. Morning and evening dressing and grooming assistance.
5. Assistance with bathing twice a week.
6. Weekly personal laundry.
7. Daily bed making and light housekeeping.
8. Escort service to meals and activities daily.
9. Arranging transportation to medical and dental appointments.
10. Consultations with facility staff regarding social, financial, or health-related problems.
11. Appointments with professionals offering physical rehabilitation, home health services, and physical therapy (the facility shall arrange for such services, and the resident will be billed separately).
12. Assistance with dining (if needed).
13. Assistance with ambulation.
14. Toileting reminders and assistance with supplies.
15. Other ....

**III. OPTIONAL SERVICES**

The Facility will make available to the Resident several optional services at an extra charge, to be billed on a monthly basis. Optional services offered by the Facility include:

- A. Guest meals and snacks.
- B. Beauty/barber shop services.
- C. Personal supplies described above (Section I. D).
- D. Repairs and maintenance of personal items.

**IV. EXCLUDED HEALTH-RELATED SERVICES**

The Facility shall not be responsible for furnishing or paying for any health care items or services not expressly included in this Agreement. This includes, but not limited to: physicians' services, nursing services, surgery, hospital care, private duty care or other care or equipment beyond the Facility's routine levels of staffing, equipment, treatment or examination of eyes or teeth, medications, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, prosthetic devices, laboratory tests, x-ray services, toiletries and personal supplies not required to be provided under Section I. D above.

**V. TERM OF AGREEMENT**

This Agreement shall be in effect from month to month, unless and until it is terminated as set forth in Section IX below.

- VI. FACILITY RESPONSIBILITIES, RESIDENT RESPONSIBILITIES AND HOUSE RULES** (ARM 37.106.2828 RESIDENT RIGHTS “(1) The facility shall comply with the Montana Long-Term Care Residents' Bill of Rights, found at 50-5-1105 MCA. This includes the posting of the facility's statement of resident rights in a conspicuous place. Prior to or upon admission of a resident, the personal care [assisted living] facility shall explain and provide the resident with a copy of the Montana Long-Term Care Residents' Bill of Rights.”)  
(ARM 37.106.2823(1)(d): The resident agreement must contain “a statement explaining the resident’s responsibilities including but not limited to house rules, the facility grievance policy, facility smoking policy and policies regarding pets”.)
- A. Prior to (or at the time of) admission of the Resident, the Facility has explained and provided the Resident or his or her authorized representative with a copy of the Montana Long Term Care Residents’ Bill of Rights.*
  - B. The Facility will comply with the Montana Elder Abuse Prevention Act.*
  - C. Pet Policy is as follows: \_\_\_\_\_.*
  - D. Smoking Policy is as follows: \_\_\_\_\_.*
  - E. Grievance Procedures are as follow: \_\_\_\_\_.*
  - F. Availability of CPR at the Facility: \_\_\_\_\_.*
  - G. Other ....*
- VII. FEES** (ARM 37.106.2823(1)(e) provides that a resident agreement include “a listing of specific charges to be incurred for the resident’s care, frequency of payment and facility rules relating to nonpayment of services and security deposits, if any are required”).  
(ARM 37.106.2823(1)(f) requires that a residential agreement include “a statement of all charges, fines, penalties or late fees that shall be assessed against the resident”).
- A. Monthly Fee.*  
*The initial monthly fee under this Agreement is \_\_\_\_\_*  
dollars (\$\_\_\_\_\_) for the first person, and \_\_\_\_\_ dollars (for a second person. *The monthly fee is payable in advance by* the \_\_\_\_\_ day of each calendar month. The Resident’s right to occupy and use the Unit and to receive services at the Facility is contingent upon timely payment of the monthly fee and all other applicable charges and fees under this Agreement.
  - B. Fees for Optional Services.*  
*The charges for all optional services at the Facility shall be set forth in a separate schedule which includes a security deposit (if required).*
  - C. Adjustments to Fees or Services.* (ARM 37.106.2823(1)(g) requires a resident agreement to provide “a statement that the agreed upon facility rate shall not be changed unless 30 day advance written notice is given to the resident and/or their legal representative”).

(ARM 37.106.2823 (1)(h) also requires that a residential agreement provide “an explanation of the personal care [assisted living] facility’s policy for refunding payment in the event of the resident’s absence, discharge or transfer from the facility and the facility’s policy for refunding security deposits”.)

1. **Fees.**

*The Facility shall give thirty (30) days’ written notice to the Resident of any change in the monthly fee.*

2. **Services.**

*The Facility may modify the services provided under this Agreement upon thirty (30) days’ written notice to the Resident (provided that the services do not fall below the standards established in Title 50, chapter 5, parts 1 and 2, MCA.*

3. **Absences From Facility.**

The Resident will not be entitled to a credit toward the monthly fee for missed meals or services when temporarily absent from the Facility.

(Or)

The Resident will be entitled to a credit toward the monthly fee for missed meals or services when temporarily absent from the Facility, except for (*absences of \_\_\_\_\_ or more*) consecutive days. The kind and amount of credit shall be determined \_\_\_\_ (*specifics of when, how, etc.*)\_\_\_\_\_.

D. **When Changes are Required to Resident Agreement.** (ARM 37.106.2823(2): Same criteria listed below.)

*When there are changes in services, financial arrangements, or in requirements governing the Resident's conduct and care, a new Resident Agreement must be executed or the original Agreement must be updated by addendum, signed, and dated by the Resident or his or her representative and by the Facility representative.*

E. **Failure to Make Payments.**

*The Resident is required to make all payments due to the Facility in a timely manner and to take care of his or her financial obligations to the Facility. If the Resident fails to pay the monthly fee or other charges by the \_\_\_\_ day of each calendar month, the Facility **will charge a late fee** of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day of delinquency or a percentage of the monthly fee. The Facility may, in its discretion, terminate this Agreement under Section IX below, upon thirty days’ (30) written notice to the Resident.*

**VIII. TRANSFERS FROM UNIT** (ARM 37.106.2823 (1)(a) provides that the resident agreement provide “the criteria for requiring transfer or discharge of the resident to another level of care”.)

**Transfer for More Appropriate Care.**

The Facility is licensed as an assisted living facility for (category A, B, and/or C) and is not designed to provide higher levels of care. The Resident may remain in the Unit at the Facility as long as doing so is permitted by applicable licensure laws and fire safety standards and, in the judgment of the Facility:

- A. The Resident’s care needs and levels of functioning are consistent with those of other residents and with the level of staffing and facilities offered at the Facility; and
- B. The Resident’s presence does not create a danger to self or others and is based upon the Resident Needs Assessment. The Resident is exempt if he or she receives hospice care unless the needs of the Resident cannot be met.

**IX. TERMINATION**

A. Termination by the Resident.

The Resident may terminate this Agreement at any time, with or without cause, by giving the Facility thirty days’ (30) written notice of termination. The Resident need not cite a specific reason for the termination.

B. **Termination by the Facility: 30 Day Notice** (37.106.2824 INVOLUNTARY DISCHARGE CRITERIA (1) The requirements are the same paraphrased below.)

*The Resident shall be given a written 30-day notice when he or she is requested to move-out. The administrator or designee shall initiate transfer the Resident through the Resident's physician or practitioner, appropriate agencies, or the Resident, the Resident's personal representative or responsible party when:*

- 1. the Resident's needs exceed the level of activities of daily living services the Facility provides;*
- 2. the Resident exhibits behavior or actions that repeatedly and substantially interferes with the rights, health, safety or well being of other residents and the Facility has tried prudent and reasonable interventions;*
- 3. the Resident, due to severe cognitive decline, is not able to respond to verbal instructions, recognize danger, make basic care decisions, express needs or summon assistance ( except as permitted by ARM 37.106.2884);*
- 4. the Resident has a medical condition that is complex, unstable or unpredictable and treatment cannot be appropriately developed in the assisted living environment;*
- 5. the Resident has had a significant change in condition that requires medical or psychiatric treatment outside the Facility and at the time the*



*Resident is to be discharged from that setting to move back into the Facility, appropriate Facility staff have re-evaluated the Resident's needs and have determined the Resident's needs exceed the Facility's level of service. Temporary absence for medical treatment is not considered a move-out; or*

- 6. the Resident has failed to pay charges after reasonable and appropriate notice.*
- 7. The notice will include the reason for transfer or discharge; the effective date of the transfer or discharge; the location to which the Resident is to be transferred or discharged; and a statement that the Resident has the right to appeal the action to the Montana Department of Public Health and Human Services; and the name, address and telephone number of Montana's long term care ombudsman.*

**C. Termination by the Facility - Less Than 30 Day Notice ([ARM 37.106.2824 INVOLUNTARY DISCHARGE CRITERIA \(3\)](#): Same criteria paraphrased below).**

*The Resident may be involuntarily discharged in less than 30 days for the following reasons:*

- 1. if the Resident has a medical emergency;*
- 2. the Resident exhibits behavior that poses an immediate danger to self or others; or*
- 3. if the Resident has not resided in the Facility for 30 days.*

**D. Death of Resident.**

This Agreement shall terminate automatically upon the Resident's death.

**E. Refunds. ([ARM 37.106.2823 \(1\)\(h\)](#) provides that the resident agreement must provide "an explanation of the personal care [assisted living] facility's policy for refunding payment in the event of the resident's absence, discharge or transfer from the facility and the facility's policy for refunding security deposits".)**

**1. Vacating Unit.**

Upon any termination of this Agreement described in this Section IX, the Resident shall vacate and remove all personal property from the Unit. The Resident shall remain liable for the monthly fee until \_\_\_\_\_ (\_\_\_\_) days after the Unit is vacated until all personal property is removed from it and the Unit is restored to its original clean condition (except for normal wear and tear). The \_\_\_\_\_ (\_\_\_\_) day period allows the Facility to refurbish the Unit for the next resident.

**2. Amount of Refund.**

Within \_\_\_\_\_ (\_\_\_\_) business days after the Unit has been vacated, all personal property of the Resident has been removed, and the Unit has been restored to its original clean condition, the Facility shall pay the Resident a

refund equal to any unused portion of the Resident's final monthly fee and security deposit, minus:

- (i) the amount of any unpaid monthly fees or other charges the resident owes to Facility under this Agreement;
- (ii) the costs of any repairs to the Unit not caused by normal wear and tear;
- (iii) the cost of any repairs to Facility's property that was damaged by the Resident or the Resident's visitors; and
- (iv) any expense incurred by the Facility to remove and/or store any of the Resident's property that was not removed when the Resident vacated the Unit. If the amount the Resident owes the Facility exceeds the sum of the Resident's final monthly fee, the Facility will bill the Resident for the difference.

F. Couples.

If there are two residents under this Agreement, and one dies or permanently vacates the Unit, this Agreement shall continue in full force and effect and the monthly fee applicable to single occupancy of the Unit shall apply.

X. RESIDENT'S PROPERTY RIGHTS AND OBLIGATIONS

A. Damage to Facility's Property.

The Resident agrees to maintain the Unit in a clean, sanitary, and orderly condition. The Resident further agrees to reimburse the Facility for any loss of or damage to Facility's property, inside or outside the Unit, caused by the Resident or the Resident's guests or invitees, excluding normal wear and tear.

B. Damage to Resident's Property.

The Facility shall not be responsible for the loss of any personal property belonging to the Resident due to theft, fire, or any other cause, unless the loss or damage was caused by the negligence of the Facility or the Facility's employees.

XI. OTHER PERSONAL OBLIGATIONS

A. Personal Affairs.

The Resident agrees to make reasonable advance arrangements in the event of his or her death or incompetence. The Facility (*has forms for Durable Powers of Attorney for health care and financial decision-making and*) encourages the Resident (*to review these and*) to seek appropriate professional advice.

**B. Third Party Services. (ARM 37.106.2823 (1)(b) requires a resident agreement contain "a statement explaining the availability of skilled nursing or other professional services from a third party provider to a resident in the facility". ARM 37.106.2830 THIRD PARTY SERVICES (Same as required criteria listed below.)**

1. *A Resident may purchase third party services provided by an individual or entity, licensed if applicable, to provide health care services under arrangements made directly with the Resident or Resident's legal representative.*
2. *The Resident or Resident's legal representative assumes all responsibility for arranging for the Resident's care through appropriate third parties.*
3. *Third party services shall not compromise the Facility's operation or create a danger to others in the Facility.*

## XII. MISCELLANEOUS

### A. Right of Entry.

For the Resident's safety and comfort, Facility staff must be permitted to enter the Unit to perform basic housekeeping services, respond to emergencies, make repairs and improvements, and perform other management functions, as the Facility deems necessary or advisable.

In addition, because each unit at the Facility is licensed under Health Care Facilities state laws, any duly authorized agent of the Montana Department of Public Health and Human Services may, upon stating the purpose of the visit, enter and inspect any portion of the Facility, including the Resident's Unit, without advance notice. Whenever feasible, Facility staff will attempt to give the Resident reasonable notice before entering the Unit.

### B. Accuracy of Application Documents.

As part of the Resident's application to the Facility, the Resident has filed with the Facility an application form and completed a Residents Needs Assessment. The Resident warrants that all information contained in these documents is true and correct, and the Resident understands that the Facility has relied on this information in accepting the Resident for residency.

### C. Examination of Records.

The Resident acknowledges that the Montana Department of Public Health and Human Services or any other state-licensing agency may inspect the Resident's residency and care records as part of an evaluation of the Facility.

### D. Guest Visits and Communications.

The Facility will provide the Resident's guests with opportunities to visit and participate in appropriate activities at the Facility, if the Resident so desires. (*List here any requirements for guest registration, house rules, etc.*)

*This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_.*

\_\_\_\_\_  
*Resident or*

\_\_\_\_\_  
*Resident Legal Representative*

\_\_\_\_\_  
*Facility Representative*

\_\_\_\_\_  
*Title*